Weekly Colonist.

FRIDAY, AUGUST 7, 1885.

TO SUBSCRIBERS AND INTENDING SUBSCRIBERS.

IN ORDERING THE WEEKLY COLONIST, TO INSURE DELIVERY, YOU SHOULD ENCLOSE THE AMOUNT BY SUBSCRIPTION IN POSTAGE STAMPS. MONEY ORDERS, COIN OR BANK BILLS. NO PAPERS LEAVE THIS OFFICE UNLESS THE SUBSCRIPTION HAS BEEN FIRST PAID, AND NO NOTICE IS TAKEN OF ANY ORDER THAT IS NOT ACCOMPANIED BY THE MONEY.

BIRTHS, MARRIAGES AND DEATHS.

Persons residing at a distance from Victoria, who may desire to insert a notice of Birth, Marriage or Death in *The Colonist*, must enclose with each notice TWO DOLLARS AND FIFTY CENTS in P. O. Stamps, money order, bills or coin, to ensure insertion.

THE WEEKLY COLONIST.

NOTICE.

A SPECIAL EDITION FOR SOUTH SANICH, LAKE, METCHOSIN, SOOKE, COWICHAN AND OTHER DISTRICTS NOT REACHED BY PRESENT MAIL, IS PRINTED EVERY TUESDAY MORNING AND DISPATCHED THROUGH THE POST-OFFICE.

THE WEEKLY COLONIST.

The attention of subscribers is directed to the announcement in another column. The weekly edition of this paper is now permanently enlarged to Eight Pages or 64 columns of solid reading matter. While making this announcement we are also enabled to state that the subscription rates are reduced to the following scale:

For one year	$2.50
For six months	1.50
For three months	75

Postage to any part of the Dominion, the United States and the United Kingdom will be FREE. Remittances may be made in money order, draft, postage stamps or cash.

Local and Provincial News.

From the Daily Colonist, August 6.

Meeting of the School Trustees.

A meeting of the board of school trustees was held at the City Hall yesterday afternoon, at four o'clock.

Present—Chairman Harris, Secretary Hayward, and Trustees Braden, Heisterman, Higgins, McMicking.

COMMUNICATIONS.

The resignation of Miss M. Williams was read and accepted.

A letter from Mrs. Leigh, mother of the janitor of the James Bay school, asking an increase of salary, $5 a month, was laid over.

Trustee Heisterman said that some of the boys were passed from the ward school into the Central school and put into lower classes.

Mr. Braden thought a visit to the schools ought to be made, and an investigation be made. He believed there was favoritism.

Mr. Higgins said, if any charges were to be made let them be specific. He thought the idea of favoritism was mythical. The names of teachers charged with favoritism should invariably be brought before the board.

Mr. McMicking said he thought some pupils were forced in their examinations to get them into the Central school to make room, as the ward schools are already overcrowded.

Four bills for expenses were ordered to be paid if found correct, and on motion of Trustee Heisterman the Standard advertising bill was referred to the government for payment.

Trustee Hayward suggested that some rule be made specifying the number of papers in which the board advertisements should appear.

Trustee Heisterman introduced the following resolution: *Resolved*, That the advertising of the board be given to one morning and one evening paper alternately; and that all job printing be given out by tender to the lowest bidder, not being the publisher of a newspaper.

Trustee McMicking seconded, and the resolution was adopted.

Two new applications for teacher's positions were received, and referred to the committee of the whole.

Trustee Higgins, reported briefly as chairman of the committee appointed to enquire into the establishing a night school, that the deputation had received very little encouragement for this year, as the grant for school purposes to this province is already very large—$100,375. It would be impossible to accomplish much now, but he hoped to secure next year a small grant in the school appropriation bill toward the support of a night school. He thought the city council would give temporary aid in furnishing a room, gas, etc., and possibly some money.

Trustee Braden said that so far as the room and gas were concerned the council might assist, but no money need be expected this year.

Mr. Halliday, principal of the boys school, applied for a dictionary. He also desired to know if he should continue to purchase chalk without an order.

Trustee Hayward said this province used more chalk than any other province in the Dominion.

Trustee McMicking said when he was a boy they used to have a fifty pound lump of chalk in the school room and the boys used to chip off a piece when wanted.

Trustee Higgins moved that the articles required by Mr. Halliday be furnished and that the pupils be invited to write an essay on the best method to prevent the consumption of chalk. Carried.

The board then resolved into committee of the whole.

The following promotions were made in the Central school:

Miss Isabel Barron, from the 5th to 4th division, girls'.

Miss L. Horton, from 6th boys' to 5th girls'.

Miss C. Forrist, from 6th to 5th division boys'.

After four ballots, Miss E. M. Carmichael was appointed teacher in the 5th division boys'.

Shocking Affair at Burrard Inlet.

On Tuesday evening a drunken sailor belonging to the British ship Albulla, loading lumber at Hastings for Shanghai, attacked the master, Captain Passmore, with a long knife, stabbing him in the thigh. The captain called for his revolver, which, being brought to him, he tried to use. The loss of blood which flowed from the wound caused him to faint, and the weapon dropped from his nerveless hand to the deck. The sailor sprang forward, picked up the weapon, and fired a shot into the captain's arm, shattering it. Captain Passmore's wounds are believed to be fatal. The sailor was secured.

Malachi-Dwyer.

The marriage of the Rev. Wm. West Malachi, curate of Christ Cathedral church, to Miss Frances E. Fenella Dwyer, eldest daughter of the Rev. Canon Dwyer, took place at St. James church yesterday. The Rev. Mr. Malachi is a gentleman of high attainments and universally esteemed throughout the province by a host of friends, who congratulate him upon securing a lady for a wife who is loved by all who know her.

Personal.

Miss Lawson was a passenger for Burrard Inlet yesterday.

Mr. John C. Ten Eyck of Olympia is visiting in the city.

Mrs. Ten Eyck of New Jersey is at the Driard.

Mr. M. Stuart arrived in the city yesterday from Winnipeg.

Mr. W. A. Fuller of Portland is at the Driard.

RAMBLING NOTES.

Steamboat, Rail, Cayuse and Stage.

A Trip Through Cache Creek and Bonaparte Valleys.

A representative of *The Colonist* recently made a trip of pleasure from Victoria to Clinton and Van Horne, and having made a few mental notes of what he saw and heard, places them before its readers.

Starting from Victoria on the handsome steamer Yosemite, with Capt. Rudlin in charge, the delightful trip through the straits, islands, gulf and river to New Westminster and Hammond is thoroughly enjoyed, visiting one of the salmon canneries on the way, and witnessing for the first time the manner of preparing and sealing

THE FRISKY SALMON.

The run this year has been something enormous, one night the boats bringing in 2000 and 3000 fish each. The fish were jumping out of the water on all sides of the steamer, the larger ones making a graceful curve and disturbing the water as they disappeared.

AT FORT HAMMOND

we put up for the night at the Wescott house, at 6 a. m. partake of a substantial breakfast, and an hour afterwards are being whirled at a great speed through the river farms and the lovely scenery of the Fraser. There are always a number of people on board a car who make the journey an amusing, interesting or disagreeable one, and on this occasion the attractive individual proved to be a genuine Yankee of the female persuasion, who loudly passed witty or absurd comments on the general appearance of everything and everybody, much to the amusement of the passengers.

The roadbed has been placed in splendid condition, and from Hammond to Yale will compare with that of any ever built on the continent. An hour for dinner at Yale and we again start and are interested at once with the grand rugged and awful scenery of the upper Fraser. Leaving the river after crossing the cantilever bridge we reach Lytton and pass along the sharp curves that exist on the road from that point to Spence's bridge. This section of road is

PROBABLY THE CROOKEDEST

on the whole line between Victoria and Montreal. We partake of supper at Spence's bridge, and night is on when we reach Black cañon, when we pass around the tunnel on the trestle and reach Ashcroft at 11 p. m.

At this point the hotel of Barnes & Evans has been moved to within a short distance of the track, and on the front street as laid out in the map of the townsite. This latter has been done in anticipation of the building of a bridge across the Thompson river at this point to connect with the road leading from Craig's ranch to the Cariboo road, and thence to Cache creek. This branch road has recently been placed in splendid condition by the provincial government, and is in every way a first-class highway.

AT ASHCROFT STATION,

formerly Barnes' ranch, there is an extensive site for a town, and should the bridge be constructed undoubtedly a lively place will spring up, as the freight by team for all points in the Lillooet and Cariboo districts would come by rail to Ashcroft, and thence freighted by teams to destination. The hotel has been thoroughly refitted and good accommodation is now provided.

A number of those concerned in the freighting business contend that the bridge should span the river at a point several miles further east, immediately opposite Engineer Hamblin's house, where an easier grade is obtainable to the Savona road, and where there is also unlimited feed for cattle and horses, the latter a very necessary item to teamsters while awaiting a load. The general impression, however, while this latter point has many advantages, that the bridge will be built at Ashcroft. This is —miles from Spence's bridge, the present transshipping point, and will thus save considerable teaming, and materially reduce the cost of freight thereon. Remaining at Barnes & Evans' hotel for the night, in the morning we were

FERRIED ACROSS THE THOMPSON,

a work of about five minutes, and for which we were charged the modest sum of fifty cents per passenger. At present passengers are scarce by this route. A team was awaiting us at Craig's ranch, a fine stretch of bench land, well watered by irrigation. The drive from this point over the hills, covered with wormwood and sage, and with scarcely a tree in sight, was a charming one. As we ascend the hills the whole surrounding country is before us in full view, the crops on the ranches on both sides of the river on the bench lands looking pleasantly green in the morning sunlight. The mountain air was cool and bracing, and as we wind around the hillsides, past abrupt cliffs, with the Bonaparte river sparkling beneath, there is an indescribable sense of freedom and pleasure.

The Ashcroft road unites with the main road a mile or so from Cache creek, at which latter point we arrive at the same time as the stage, which has travelled from Van Horne with passengers, mails and express, having started from the latter town at 5 a. m.

CACHE CREEK

is situated in the valley of the Bonaparte river, which is bridged at two points, one, at Campbell's hotel, and the other above the government boarding school, a half mile further on. The village consists of the well-appointed hotel and extensive stables, express, telegraph, stage and post offices, blacksmith shop, a number of residences, and the usual Chinese store, hute and tents, which are everywhere met with. Cache creek, from which the village obtains its name, empties into the Bonaparte a short distance above the town. This creek is made to do

VALUABLE WORK,

for it provides the irrigation and domestic water for the gardens and houses of the village.

On the Savona road a little above Cache creek proper is the new hotel of Stevenson & McLeod. A short distance above this we reach the extensive ranche of Chas. Semlin, M. P. P. This is about 1000 acres in extent, and is watered by means of Cache creek, which is tapped about a mile distant at the foothills. Crossing the Savona road it is distributed all over the ranche in lesser streams at the elevated points, from which it is various ly distributed among the growing crops in little streams. The land is of such a nature that this to a considerable extent again seeps into a ditch which carries the water to several other ranches east of Semlin's, and at a point six or seven miles down the water remaining finds its way into the pure and sparkling Thompson river. There is but one large fence surrounding the ranche, except that enclosing the house and farm buildings, there being but a slight space left to divide the various cereals and roots from one another. The hay crop two weeks ago was cut and the teams busy hauling and stacking it; barley was almost ready for cutting; wheat and oats very little behind, while root crops were thriving. The yield of all crops this year will be

MOST SATISFACTORY.

On the opposite side of the Savona road is the Stewart ranche proper. Below this is the old Perry ranche and the Dunn ranche. These are all owned now by Mr. James Stewart, who has grown wealthy in the freighting business of the past. These combined ranches probably the finest and most extensive ranche in the upper country. The residence is situated on the Perry ranche, on which the greater part of the crop is placed this year. The ranche curves around the mountains, and while standing in the centre the fortunate owner can say with Alexander Selkirk, "I am monarch of all I survey," for there is none other than his land in sight. Mr. Stewart hitched up his buggy horse and drove us over the ranch through the barley, wheat, oat and hay fields. The grain is the finest we have ever seen, the wheat being specially so, and will average 3000 pounds to the acre. The most modern machinery is in use on the ranche, about a dozen men being employed in the harvesting. A hay-loader was at work, attached to a hay rack. This machine does remarkably quick work, picking the hay up and placing it at the rear end of the rack, one man driving the team and two others more than busy placing it forward. It was a pleasant sight to look at the luxuriantly growing grain, waving in the warm sunlight of noon; the hay loading, the reaping machine at work in another part of the ranche, while men were busy preparing other work. The hay is unbaled and stacked in a few minutes by means of a derrick, the work thus progressing very quickly. Mr. Stewart is an extensive owner of horses, cattle and hogs, and just as we reached the yard the porkers were having their meal prepared in several casks. The mixture was placed in several troughs and the animals were in a short time running from all parts of the yard, pushing and shoving each other and acting generally in a hoggish manner at their meal, crowding the smaller pigs out of the trough and running to see if there was not a little more to be had in one than in the other. For the infant hogs an enclosure was made with room only to allow of them getting through the bars, so that here they would stand a chance of

SECURING A SQUARE MEAL,

though among them the hoggish propensities of their elders were very manifest. The greater part of the Stewart ranch is this year in wheat, and to get this economically ground a flour mill is being built at the westerly end of the old Stewart ranch, a flume running from Cache Creek to run the turbine waterwheel. This will effectually stop the water into the creek, so as not to interfere with Mr. Semlin's water rights. This mill is one of the Waterous Engine Co.'s of Brantford, Ont., and is most complete in its appointment. Next year about double the acreage of wheat will be grown, other portions of the ranch being utilized and those which have been a couple of years under crop summer followed.

The Cache creek valley demonstrates the wonderful productiveness of the soil of the interior where irrigation is possible, and proves that where farming is practically and scientifically prosecuted it can be made to pay. East of the Stewart ranche is that of

MR. JOHN WILSON

one of the most extensive and wealthy stock owners of British Columbia. This we were unable to visit.

On Saturday evening at 7 o'clock the writer boarded a homely cayuse and started for Clinton, 26 miles from Cache creek, and almost immediately his troubles commenced. There is probably no animal provided with a greater amount of "sheer ornateness" than the homely cayuse, and if he finds that he has a passenger, one who is unacquainted with his his propensities, the unfortunate individual is sure to come to grief. Starting from Campbell's hotel the second bridge was crossed with little trouble, but once out on the open road, the cayuse showed a disposition to go in every direction but straight ahead. Unfortunately for its rider, he was neither provided with spurs nor whip, and the first two miles he laboriously made

"WORKED HIS PASSAGE"

by kicking his heels into the animal's ribs. A happy thought struck him—it would have struck any other rider a great deal quicker—and coming to a clump of willows a stout stick was procured, which was used to such good effect that the refractory animal made quick time along the road, though grumbling considerably at the effort. Phil Parke's ranche has been passed, the Indian reservation, and the writer for the first time is on the Cariboo road with not a sign of life in sight, the silvery moon casting long shadows from the pines lining the hills, the Bonaparte river winding beneath the road, filling the evening air with

MUSICAL MURMURINGS.

The night was beautifully clear, and the atmosphere cool, so that riding was rendered a pleasurable pastime. At about nine o'clock Wm. Cargyle's hotel was reached, a long two-story frame building, situated at the point where the new Hat creek, or Marble cañon road, is being constructed. This road will give the Pavilion mountain ranchers a shorter route to the railway, and will be twenty-five miles from Cargyle's to Lillooet, saving a distance of about fifty miles over the previous route via Cariboo road to Clinton, and thence over Pavilion mountain to Lillooet. About six miles had been finished last week, and Mr. Harkins, the contractor, is credited with making a first-class roadway.

CARGYLE

is one of the old pioneers, having crossed the mountains to Cariboo in 1859, and for the past four years has been running the hotel at this point. After a pleasant chat with the old miner and trader, a retirement for the night is made, and an early start in the morning premeditated. A substantial breakfast is partaken of, our cayuse is brought to the door, and in a few minutes we dash over the bridge around the curve at the hill, past the green fields of the ranch, the morning air being pleasantly bracing. Our animal travels well, though he will grumble somewhat. A roadside house is passed on the glad Sunday morning one of the three men sitting at the door being busily engaged in skinning a mink which adorns numerous jaws. The Bonaparte creek, Mandora's, 124 Mile House, is reached at 9 o'clock, where our horse is watered and we rest a few minutes. The crops on the ranches all along have been most excellent. This year the farmers of the Cache creek and Bonaparte valleys have been specially favored with rain, which has made the water plenty than the creek. The hills where wooded are bright and green with luxuriant grass, the trees not being very numerous making the gradual slope of the hillside in places present a park-like appearance. Leaving Mandora's we pass through a very pretty stretch of road, along ranches of large extent, past chains of little lakes, which are used for irrigation purposes. Dougherty's, Allan's and Mitchell's ranches are all bright with the growing crops and sweet with new mown hay. Our cayuse had been

GAINING MORE SPEED

and reaching a shady spot a rest is given him under the spreading trees. It is now 10:30 and the sun is very hot. Mosquitos and flies swarm round us in myriads, the horse-fly being specially annoying. This fly is about the size of a wasp and has a proboscis with a barbed end. This it inserts into the horses flesh, and after sucking its fill spurts the blood out in a large drop. Fortunately these pests only last about two weeks, but in that time they pester stock to a great extent, driving them from place to place, and worrying them to such a degree that it keeps them poor in flesh. Having rested our animal long enough, we again mount and try to move him, but he won't budge. The whip is laid on, but he only shows a disposition to send its rider over its head. He is kicked and whipped and urged, but will not start. To a good horseman this would not be startling, but the writer thought himself in a bad strait. Getting off the cayuse, and untying the halter, by sheer force he is drawn to the road, but will not move a step. Procuring a club, the animal is given a liberal beating, and is at last induced to move; but considers every step, and comes down with a jerk that is unpleasant. This was

ENOUGH FOR THE CAYUSE,

and it occupied two hours of one of the hottest days of summer to get there. All along the road are greater or lesser lakes, and a mile from Clinton a considerable lake is passed, formerly a large hay meadow. At last the houses of Clinton greet our sight, and we wearily labor down the hill and across the plain to the one street, and with a feeling of thankfulness dismount at the Dominion hotel, the first met with. The cayuse and its unfortunate rider are soon housed, and after a first-class meal and a wash a better feeling with the world exists, and a trip through the famous mining village is taken.

What Some People Say.

That Dr. R. N. Piper, the writing expert, has given his opinion that the name of William Sharon to the marriage contract is a forgery.

That Mr. Passmore Edwards has repurchased the Echo, the principal radical daily paper in London, for $500,000. Mr. Andrew Carnegie, of Pittsburg, U. S. A., and Mr. Samuel Storey, M. P. for Sunderland, share between them $150,000.

That a curious case of white slavery is before the Montreal courts. In 1862 a young man named Sauliniers sold himself for life to an elderly milkman named Rochon, who was to feed and clothe him and will him a comfortable property. Sauliniers has been "let out" as a laborer, Rochon taking his pay, and now the old man refuses to make the bequest agreed upon; hence a suit for $2000 damages.

That a scientist says it takes a prodigious amount of vegetable matter to form a layer of coal; that it is estimated that the present growth of the world would make a layer only one-eighth of an inch thick, and that it would take 1,000,000 years to form a coal bed 100 feet thick.

That the earnings of Mme. Rachel during her life amounted to 10,000,000 francs and in her will she bequeathed 2,000,000 francs to various beneficiaries. Sara Bernhardt has earned 13,000,000 francs already.

That another "positively last" man from Khartoum has turned up. He says that Gordon and his friends, after their betrayal, killed at least 200 Arabs, and were murdered only after their ammunition gave out.

CLEOPATRA IN THE WATER.—On Monday last two ladies, one of whom was nervous, going down the Rookery rapids from the Crossing camp-meeting to Yendale, was upset just below the dam above Lynden by striking a snag. A little Indian girl was drowned and seven or eight men and women narrowly escaped with their lives. Indian George was piloting the canoe when it struck, upsetting into the river Hon. John A. Tennant, Rev. Sourd, Rev. Tate, Rev. Dobbs and others. None of the ministers could swim very well, and all would have been drowned but for the assistance of the Indians, who by swimming and diving searched the river bed and rescued the ministers from the water. All narrowly escaped a watery grave.

From the Daily Colonist, August 7.

THE ENQUIRY INTO THE RECENT COLLISION.

Several New Witnesses Examined and Important Testimony Given.

The official examination into the collision of the Rithet and Enterprise was commenced yesterday before Captains Lewis and Devereaux and Mr. Pemberton. Captain Insley, the harbor master, and quartermaster Randall were examined and gave a repetition of the evidence published in *The Colonist* yesterday.

Robert MacIver being sworn deposed—I was engineer of the Enterprise at the time of the accident. I joined that Sunday morning and the collision took place on Tuesday. I was in charge of the engine at the time, and was standing on the ladder leading to the engine room about five feet from the throttle, when I heard a bell to slow; I immediately placed my hand on the throttle and closed it; at that instant the bell rang to stop her and a few seconds after I felt the collision; the next moment the steam came up and filled the engine room so that I could not see; my fireman was standing by and I told him to follow me; I went up to the huricane deck and opened the safety valve to prevent any danger of an explosion from the cold water coming in contact with the boiler; somebody on the Rithet called out MacIver save yourself I think it was Captain Rudlin, he was on the Rithet; I then went on top of the Enterprise pilot house and catching hold of the jib ballard of the Rithet swung myself aboard that steamer; I proceeded aft to the engine room and shook hands with the engineer and said Kennedy this is a pretty quick work; he shook his head but did not say anything; I then went forward and helped three men aboard the Rithet; proceeded aboard the Enterprise and looked in the cabin; there was no one there; I found a man sitting near the steam drum in an arm chair, he was intoxicated and his feet were in the water which was about two feet deep on the deck; I told him it was no place for him; he said he was all right; I helped him aboard the Rithet; I then went to my room and got my clothes; think it was half an hour after the collision before the two boats drew apart and the Enterprise sunk; I would not swear to seeing Captain Rudlin, nor did I see any passengers in the water; I am at present engineer of the Yosemite; have a first class engineers certificate.

Henry F. Bishop, being sworn, deposed: I was purser of the steamer Enterprise; just before the collision I was at my desk writing, when I heard the Rithet whistle and the Enterprise answer; I do not know who was in wheel-house at the time; as soon as the boats stopped I went down; I heard screams and cries of "Look out;" I placed some life-preservers on the ladies; one lady refused a life-preserver because she thought it would spoil her dress; I did not see Captain Rudlin on the boat, and there was no one in charge of passengers but myself; there were sufficient life-preservers for all; I went on the deck and jumped overboard, at the same time throwing a stick of wood to a passenger in the water; I was picked up by one of the Rithet's boats, and went to assist some of the passengers from the Enterprise boats; she was about the usual distance from shore; I heard the engine bells ring; I had ninety-one passengers aboard, about ten of them ladies; think it was more than fifteen minutes that the two boats were locked together; I saw Captain Rudlin after I got aboard the Rithet.

Stuart Keenan, being sworn, deposed: I was deckhand on the Enterprise at the time of the accident and was on the forward gangway on the port side; when I saw they were going to strike I ran aft and tried to get into my room; then ran forward and climbed on the Rithet; I was at the wheel of the Enterprise when I first saw the Rithet, half a mile away, but was relieved just before the collision; I went to the wheel of the Enterprise at 5 minutes past 11 and left it about 11.15; as I came out of the pilot house the captain went in; we saw the Rithet coming; the captain and mate were both in the wheelhouse when I left, and three minutes after the collision took place; the Rithet blew one whistle, the Enterprise answered; after the collision I jumped overboard from the Rithet to save Mr. Bishop, who was struggling in the water; there was no one on the Enterprise to give orders; the mate was jammed between the capstan of the Rithet and the wreckage of the Enterprise; I tried to pull him out, but he was so bruised I was afraid of hurting him; I saw the Rithet take a sheer toward the Enterprise, and said, "What's the matter with that fellow! he is going to run into us!"

Edward McDonald testified to assisting in loosening one of the boats and assisting the passengers to get aboard the Rithet, and that he saw Captain Rudlin on the guard of the Rithet and that there was no one on the Enterprise to give orders.

Adjourned to 10 o'clock this morning.

THE curative power of Ayer's Sarsaparilla is too well known to require the specious aid of any exaggerated or fictitious certificate. Witnesses of its marvelous cures are to-day living in every city and hamlet of the land. Write for names if you want home evidence. dw

A COUPLET.—Articles were signed last evening for a glove contest between Young Duchey and Tom Palmer for $250 a side, to take place within two weeks. Both men will go into training. Young Duchey will be trained by Al. Stewart.

County Court.

(Before Sir M. B. Begbie, C. J.)

Hutchinson & Co. vs. H. P. Morgan. Suit to recover $157.81, for goods sold. Judgment for plaintiff, execution not to issue without permission of the Court. E. M. Johnson for plaintiff.

Leslie vs. Higgins. An action brought by the plaintiff, H. H. Leslie, an architect, to recover the sum of $447.40 from D. W. Higgins. The claim was for plans and specifications furnished by Leslie for a new residence, which the defendant proposed building at Regent Park.

Henry H. Leslie, sworn, testified that Mr. Higgins came to his office in March to look at plans; the first plan shown was for a house that would cost $4,000; this was too small, and he was shown one prepared for Mr. Humphreys which witness said would cost $7,000; he was satisfied with it and told me to show it to Mrs. Higgins, who examined the plan and suggested some alterations; prepared a rough sketch of the building which was again submitted to Mrs. Higgins; she was pleased with the new plan and suggested some further alterations which were made; I then showed them to Mr. Higgins; he gave me instructions to have the plans made, and seemed to be in a hurry, and as they progressed was pleased with them; he came on the 10th April, and asked me to the time he could advertise for tenders; he hurried the specifications and tenders were advertised for on Saturday and Sunday mornings; took the tenders to Mr. Higgins who opened them, and he did not seem dissatisfied with the price which was $6,240, not including the work reserved, which amounted to about $1,500; Mr. Hamilton sent in his tender by his foreman; Mr. Higgins said he would consider the matter and in a week or two afterwards called on him, when he said he would like to defer the building for some time, as he thought it was folly to build until the war excitement was over; he did not care about putting so much money in a house; in a couple of weeks he again called on Mr. Higgins, and he asked witness to sketch another plan to cost about $6,000; this he did and submitted it to Mrs. Higgins, who made a slight change in it, putting a partition through a large room; she stated that the first plan would have suited her best, but she supposed she would have to be content with the second; my instructions were to please Mrs. Higgins; Mr. Higgins instructed me to call for tenders without advertising; this I did and the lowest tender of the second plan was higher than that of the first; I let the tender and called on Mr. Higgins to get some money, and he asked me how much I wanted; I stated $300; he got in a rage and stated that that was more than was due me by commission on the second plan; he also told me that if I expected to get the amount I was a fool; I again went to him and he asked to let a copy of the specifications be made; this I refused; and he stated that he would go to court and compel me to hand over the plans; he also forbid my entering his grounds, and gave Mr. Munro instructions to proceed with the work; this I considered as my dismissal; [a letter sent witness by Drake, Jackson & Helmcken, asking for the delivery of the plans, was read, which witness stated he had not read; two other letters were also read showing the amounts claimed by plaintiff.] Witness, continuing, stated that his instructions were in the second plan to get up a house worth about $6,000; the tender accepted was one for $6,240, which he recommended; though there were other lower tenders; he then built a fence. [Detailed drawings of the plans were here shown to the jury to give ideas of the work done on plans. These were in large sheets about eight feet in length, and were exhibited by plaintiff and counsel.] Cross-examined, witness stated that Mr. Higgins made a proposition at one time to settle the matter; this was after the action was commenced; he asked me to throw all prejudices aside, but that I need not expect the full amount of the first plan; it is usual that half the plans are to be used by the owner until the building is completed, when they become again the property of the architect; the second plan was entirely new from that of the first; it is usual that 2½ per cent. is paid on signing the contract, and the balance when the building is complete; he might take eight or ten weeks to finish the various plans and drawings; Mr. Higgins stated he was well pleased with the plans.

To Mr. Drake—Have been an architect for about two years; have had some trouble with contractors; how many cases, can't say; Mr. Higgins did not state on the first plans that the limit was to be $6,000; neither did Mrs. Higgins on the first plan; never told Mr. Higgins what the building would cost; after the floor plans were submitted I stated that the building would cost about $7,500; some of the work was reserved. Mr. Higgins was to provide the hot air furnace, tiles, grates and mantels, which were to be extra; Mr. T. B. Humphreys' house was limited to $5,000, but cost $7,000; this house was arranged to be built by a man from Portland by day work, though tenders were advertised for as a blind; this was not a usual thing to do with architects; but they were placed in peculiar positions sometimes by employers; he had stated to Mr. Higgins that he would do it for 4 per cent; he had told him that if his influence was given to secure witness other buildings he would do it for 4 per cent., but Mr. Higgins said he would only have it done at the usual cost, 2½ per cent; Mr. Higgins had never complained about the high price; tracings of the second floor were shown, when one room was cut into two and marked 11x17 each, when it should have been 8 ft. 6 in. by 17 ft.; this was altered after the contract was signed; the contractor drew my attention to it; the detailed drawings were altered after the letting of the contract; the fence built was a good job; it was examined by him; the certificate shown was written by witness, giving cost of fence; the fence was standing four or five weeks; he wanted it painted before it got set; he had some conversation with Mr. Higgins before the action was taken; charged McB. Smith 5 per cent.; Mr. Jones jewed me down to 4 per cent.; the specifications are similar in many respects to Mr. Humphreys'.

To Mr. Mills—The trouble with one contract was through Mr. Lawson the contractor who failed and was brought before the court; furnished Mr. Munro the additional details and drawings; he is now working on my plans; never received a cent for the work; merely carried out Mr. Humphreys' instructions in getting the building erected by day work.

Thos. Trounce, sworn, said he was an architect and builder here for 27 years; the charge for preparing plans was five per cent; 2½ per cent. when contract is signed; the charge for detail drawings and superintendence was 2½; when the superintendence was done by the owner 1½ per cent. was charged for detail drawings; it had been his custom to charge five per cent; the plans belong to the architect. Witness examined the two sets of plans and stated that they were distinct plans; he thought a builder could work from them; it was the custom to charge 2½ per cent. even if the contract was not let, and he would consider that he was owed 2½ per cent. on each plan.

Mr. S. O. Burgis, architect, corroborated the points in the previous witness' statements.

To the Judge—Would consider that there was as much trouble in making the second plan as the first; the one plan would not materially assist in arranging the other.

Mr. McB. Smith testified that in conversation with defendant the latter had asked him who was it that built his house and I told him Mr. Leslie; Mr. Higgins afterwards said he had hired Mr. Leslie and expressed himself pleased with his plan.

E. P. Hamilton testified Mr. Higgins had in conversation asked him to tender on the work; his price was $6,240; he had been requested to put in a bid on the second plans.

To Mr. Drake—My first figure was too low; my second tender was $8,028, which included reserved work; without reserved work it would amount to $6,240; the plans were distinct.

This closed the case for the plaintiff.

Mr. Drake in opening the defendant's case, stated that Mr. and Mrs. Higgins had over and over again stated to the architect that $6,000 was the limit; the first plan would have cost $9,000; the architect was requested to modify the plan; several pieces were omitted from the plan, and the second was about the limit; but Mr. Higgins took the ground that the plaintiff was only entitled to be paid his commission on the second plan, and that he should be recouped for extra expense entailed through defective plans.

The first witness called was D. W. Higgins, who testified that Mr. Humphreys recommended Mr. Leslie, and witness had called on Mr. Leslie who showed him plans and a photograph of a house; asked Mr. Leslie the cost of the house shown in photograph, and he answered $11,000; told him that he did not want such a house; Mr. Leslie very much wanted a cupola and a plan was prepared with one on, and tenders called for, with and without cupola; the lowest was that of Mr. Hamilton, $6,240; this without cupola, plastering, cornices, grates, plumbing, mantels, etc., a mere skeleton of a house; the extras Mr. Hamilton stated would be about $2,200 more. The plan was rejected because of the high price, and after some talk it was decided that a modified plan should be made; this excluded the cupola, grates, attic rooms, mantels, etc.; the instructions were for a nine roomed house, but they had been given seven rooms and two large closets; the fence erected is in a very shaky condition, and had been pronounced bad by competent mechanics. There was a fault also in the roof which he could not explain.

To Mr. Mills—It was quite true that my instructions to Mr. Leslie were for a house to cost $6,000; I have set apart $10,000 for the residence, which includes grounds, stabling, fencing, etc.

Mr. Mills here read from *The Colonist* which stated that Mr. Higgins was preparing a site for a residence in Regent Park to cost $10,000 and asked Mr. Higgins if that was a true statement?

Mr. Higgins replied certainly. By residence he did not mean the house alone.

John Munro, sworn, said that he was the contractor for Mr. Higgins' residence; there were errors in the plans, one in the main roof, which the witness explained to the jury as making an extra cost of about $60 for tin deck at roof; the stairs were either three steps short or over; the balance of the plans were about correct.

To Mr. Mills—Have been a builder and contractor for 17 or 18 years; have at one time been a schoolmaster; I asked Mr. Leslie for the detail drawings in order to continue the work, which he gave in part.

Mrs. Higgins testified that it was expressly stated that the house was to cost $6000; this was before the first plan was made.

To Mr. Mills—Am quite certain that the house was to cost only $6000; the $10,000 referred to in the paper meant all expenses necessary.

John Teague, architect, testified that the usual charge for work was 5 per cent., 2½ per cent. for plans and specifications, and 2½ per cent. for superintendence of work.

To Mr. Mills—No charge was made by him for details; he would not consider his plans perfect without details; these he furnished for the 2½ per cent.; the two plans were distinct; the 2½ per cent. was generally paid when the contract was signed.

To Mr. Drake—My business dealings with Mr. Higgins have always been satisfactory; would not consider the first plan of any use to anyone.

To the Judge—In this particular case the first plan would be of some assistance in drawing the second plan. Witness here explained to the jury what the roof was stated to be incorrect, and said that the plans were nearly correct.

Mr. Drake, in addressing the jury, stated that the first plans were not as ordered, and being modified, were accepted by Mr. Higgins; the plaintiff was not entitled to payment for the first plans nor for the detail drawings which Mr. Teague had shown were necessary to complete the plans; the $100 deposited in court Mr. Higgins considered covered the amount due Mr. Leslie for his plans, after deducting losses from various omissions which had been shown in evidence. He would ask the jury to return a verdict to that effect.

Mr. Mills, for the plaintiff, submitted two propositions, the first that the limit to the $6,000 had not been proved, and defendant had stated in his own paper that the house was to cost $10,000.

His Lordship—Fie, Mr. Mills! Does a mere skeleton of a house mean a residence? Are not many other things besides a house comprised in the term a residence?

Mr. Mills continued that the charges of plaintiff were in all respects reasonable and just, and claimed a verdict for the full amount.

His lordship said that Mr. Mills had not proved any decided custom; he had shown a variety of practice, but no decided customs. The charge for detailed plans was unreasonable, and would be not submitted to the jury. Mr. Teague had admitted his practice, and had stated that he would not consider his plans perfect unless he had furnished detailed plans, and would be ashamed to do otherwise. Plaintiff had no claim for the $78. The detailed plans also were made after the action had been commenced. Any one of the twenty-four items was enough to bowl the contention to the ground. The claim for $22.40 seems to be admitted. As to the other two items, $191 and $154, if the defendant had asked him to make plans unconditionally then he would be entitled to his 2½ per cent, but it had been said that his means would limit him to $6000; the plans were prepared and were found expensive, so a second plan was called for. For the first plan plaintiff was not entitled to pay; but the second plan should be paid for, and the 2½ per cent, or $156, paid. If the jury thought plaintiff was entitled to the first, then they would find $191; but for the second they would not find the full amount of $156, as the architect was undoubtedly greatly assisted by the first. They would also have to deduct from any verdict the amount lost by inaccuracies in the plan. If it was the contractors' fault, then the plaintiff would not have to suffer. There was an evident mistake in the size of the rooms, which were stated as 11x17 and were in reality about 8x17. If they thought the defendant entitled to damages for this they could give them, with regard to the $78 it was entirely a claim without foundation, and if a custom a very bad one.

The jury then retired and after an absence of 35 minutes returned with a verdict as follows: For No. 1 plan, $95; for fence $22.40; and for 2d plans, $156; in all $273.

Smith & Clark vs. Erb & Johnson.—This was a test case brought to try the liability of the defendants for representations made as the plaintiffs asserted through advertisements inserted in *The Colonist* and other newspapers asking for tenders for erection of buildings on land belonging to the defendant Erb, and by statements made by the defendant Johnson to the plaintiffs to induce them to make a tender when the contract had been awarded to a firm for some days previously to the request for tenders. Some 14 witnesses in all had made tenders on the strength of the representations. Messrs. Smith & Clark claimed as their damages, the cost of preparing plans and specifications.

After the evidence of Mr. Smith and Mr. Wraight and Mr. Erb who was called for the plaintiffs had been taken the case closed for the plaintiffs.

Mr. Taylor on behalf of the defendant Erb asked for a non-suit which was granted without argument of plaintiffs' counsel Mr. Theodore Davie.

His lordship then directed the jury to find a verdict for the defendant Johnson who appeared in person.

This was objected to by Mr. Davie, and after considerable argument a non-suit was directed to be entered for the defendant Johnson with leave to Mr. Davie to bring another suit.

The court then discharged the jury and adjourned.

BY ELECTRIC TELEGRAPH

EXCLUSIVE DISPATCHES TO THE COLONIST.

CABLE NEWS.

ENGLAND.

LONDON, Aug. 5.—Prime Minister Salisbury to-day gave his answer to a deputation of sugar manufacturers, who recently called upon him to urge him to take retaliatory measures upon the United States government for the bounty afforded through means of its customs laws to American manufacturers of sugar. Lord Salisbury said the difficulty encountered by the government consisted in its inability to impose counter valid duties; the country was committed to a policy which forbade this. The government could not give the desired help unless the country changed its free trade policy. If the country should so will it not a shred of the reciprocity would be adopted by the government. As for himself, the premier said he could see no remedy. It would be useless to complain to a foreign country unless England was positively in the position to retaliate. If in case of negotiation to change the tariff laws, which discriminated against the British government were empowered to threaten reprisals, evils like the one complained of could soon be cured. He hoped, however, that foreign countries would ultimately see their way to abolish duties altogether, and British foreign affairs would do all in its power to do so.

LONDON, Aug. 5.—Mr. Par